

HON'BLE SRI JUSTICE A. RAJASHEKER REDDY

ARBITRATION APPLICATION No.73 of 2019

ORDER :

This Arbitration Application under Section 11 of the Arbitration and Conciliation Act, 1996 (for brevity "the Act") is filed by the applicant seeking appointment of an Arbitrator for resolution of the disputes between the applicant and the respondent arose out of the lease deed, dated 28-08-2017.

The case of the applicant is that respondent company entered into lease deed on 28-08-2017 with the applicant in respect of first floor in Plot No.1272, Road No.63, Jubilee Hills, Hyderabad and since June, 2018 the respondent failed to pay the rent, maintenance charges and GST charges. As such, the applicant issued notice on 14-11-2018 to the respondent. Since there was no response, the applicant again issued legal notice on 13-04-2019 by invoking arbitration clause of said lease deed in respect of disputes by process of arbitration and the said notice was returned with endorsement "no such person in the address". But after issuance of said notice, the respondent paid rent in the month of March, 2019 only. As such, the present application is filed mentioning the claim of Rs.25,55,331-00.

Though notice is issued, the respondent has not claimed the same, which amounts to service of notice. There

is no appearance for respondent and no counter affidavit is filed.

In this case, it is to be seen that clause No.28 of lease deed dated 28-08-2017 provides for Arbitration Clause, which reads under:

“ All disputes and differences, which may arise between the parties hereto in respect of or arising out of these presents, shall be referred to arbitration by a sole arbitrator to be selected on mutual acceptance by both Lessee and Lessor.”

(Reproduced Verbatim)

The above said clause goes to show that in case disputes arose, the parties have to go for arbitration. In pursuance of the said Arbitration Clause, the applicant has already issued legal notice on 13-04-2019. But respondent failed to respond to the same.

In view of the above facts and circumstances, the application needs to be allowed.

Accordingly, this Arbitration Application is allowed appointing Sri Narasimha Chary, Senior Civil Judge, (Retired), Hyderabad, as the sole Arbitrator for resolution of dispute(s) between the applicant and respondent, arising out of lease deed, dated 28-08-2017 in accordance with the provisions and mandate of the Act of 1996. The learned Arbitrator shall be entitled to fees as per the rates specified in the Fourth Schedule to the Act of 1996, inserted by Act 3 of

2016 with effect from 23-10-2015, which shall be borne by both parties in equal measure. No order as to costs.

As a sequel, miscellaneous applications pending, if any, shall stand closed.

A.RAJASHEKER REDDY, J

02-01-2020

Note:

Mark a copy to Sri Narasimha Chary,
H.No.2-2-18/18/3/3, Flat No.101,
Raja Gruha Apartments, C-32/8,
Durgabai Deshmukh Colony,
Hyderabad-500013.
Cell No.8074924976.

B/o.

Nvl



HON'BLE SRI JUSTICE A. RAJASHEKER REDDY

ARBITRATION APPLICATION No.84 of 2019



02-01-2020
Nvl